

November 30, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4559

SUBJECT: AWARD NOTICE, Addendum #5 – Effective April 19, 2010  
CONTRACT NO. GSS09561-Sedans/Minivan  
2010 MODEL YEAR OR LATER, SEDANS & MINIVAN

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

**REF: Title 29, § 6906(a) Delaware Code.** All passenger vehicles, including sedans, station wagons, passenger and utility vans, off-road vehicles, police-type cars and station wagons and trucks rated 10,000 GVW or less purchased for State use by any agency/school district must be approved by the Director, Government Support Services, Office of Management and Budget and purchased by contracts administered by the Government Support Services. All other vehicles purchased for State use by any agency/school district must be purchased from contracts administered by the Government Support Services.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a one (1) year period from December 1, 2009 through November 30, 2010. Each contract may be renewed for one (1) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDORS:**

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<p style="text-align: center;"><b><u>Vendor V01</u></b> <b>Hertrich Fleet Services, Inc.</b> 1427 Bay Road Milford, DE 19963 Contact: Russ Evans Phone: 302-422-3300 Fax: 302-424-5286 Email: <a href="mailto:revans@hertrichfleet.com">revans@hertrichfleet.com</a> Federal E.I.#: 51-0381749</p>
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### **4. SHIPPING TERMS:**

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F.O.B. destination; freight prepaid.

**5. DELIVERY AND PICKUP:**

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A vehicle may not be driven more than 200 miles from the awarded vendor's place of business to the ordering agency for inspection and receipt, or the vehicle shall not be accepted. A waiver can be requested through Government Support Services on special vehicles which require delivery to sub-contractors. If the awarded vendor uses a towing device to tow another vehicle to the inspection, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper with damage caused by a towing device will be replaced by the awarded vendor at no charge to the State. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage. Vendors shall call for delivery schedule at least 48 hours in advance.

**6. PRICING:**

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**Addendum #5 updates the Final Order Dates, as supplied by the vendor, within the Award Notice pricing section.**

The vendor requests that all vehicle orders be received at least 10 days prior to the Final Order Date to ensure order accuracy.

Prices will remain firm for the term of the contract year.

SPECIFICATION A – COMPACT SEDAN		
	<b>Ford Focus</b>	<b>\$12,494.00</b>
	EQUIPMENT CD	\$177.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	<b>FINAL ORDER DATE</b>	<b>4/11/10</b>

SPECIFICATION B – INTERMEDIATE HYBRID		
	<b>Ford Fusion Hybrid</b>	<b>\$25,187.00</b>
	EQUIPMENT CD	\$177.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	<b>FINAL ORDER DATE</b>	<b>5/14/2010</b>

SPECIFICATION C – MIDSIZE SEDAN		
	<b>Dodge Avenger</b>	<b>\$15,463.00</b>
	EQUIPMENT CD	\$177.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/100
	DELIVERY DAYS A.R.O.	60-90
	<b>FINAL ORDER DATE</b>	<b>8/13/10</b>

SPECIFICATION D – MINIVAN		
	<b>Dodge Grand Caravan</b>	<b>\$18,417.00</b>
	EQUIPMENT CD	\$177.00
	WARRANTY – BASIC	3/36
	WARRANTY - POWERTRAIN	5/100
	DELIVERY DAYS A.R.O.	60-90
	<b>FINAL ORDER DATE</b>	<b>8/13/10</b>

SPECIFICATION E – COMPACT WAGON		
	<b>NO AWARD MADE</b>	

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may

require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. REQUIREMENTS:**

This contract is issued to cover the car and minivan requirements for the State of Delaware.

**12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**16. CERTIFICATE OF ORIGIN:**

The following documents must be included with each vehicle at time of delivery:

- A. The Certificate of Origin
- B. Title Application
- C. Odometer Mileage Certification

**17. OPTIONAL TEMPORARY TAGS:**

When requested by individual agencies on their purchase order, each vehicle must be delivered with a minimum twenty (20) day temporary tag, the cost of which may be charged to the ordering agency.

**18. GLOBAL POSITIONING SYSTEM (GPS)**

All agencies/school districts, purchasing under this contract, are required to have installed GPS on the acquisition at the time of titling and maintain the monitoring throughout the life from the existing GSS contract or its subsequent replacement, [Vehicle Tracking System, Contract No. 06-555-AC](#). Agency/school district assets are to provide the information necessary to load the GPS/ asset data into the Fleet Anywhere System, maintained by Fleet Services. Fleet Services will offer non-revenue reservation opportunities to agencies with loaded assets, so asset usage can be maximized by agency/district owned vehicles. Police sedans purchased by the Delaware State Police will not be required to install GPS equipment, but is available upon request.